

RECEIVED

APR 21 2005

COOPERATIVE AGREEMENT

between the
OFFICE OF THE OKLAHOMA ATTORNEY GENERAL (OAG)
OKLAHOMA CITY, OKLAHOMA 73105

AG ENVIRONMENTAL MGMT SVCS
STATE DEPT. OF AGRICULTURE

and the
OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY (DEPARTMENT)
OKLAHOMA CITY, OKLAHOMA 73105

1. TITLE OF AGREEMENT: Poultry Waste and Soil Sampling in the Illinois River Watershed.
2. OBJECTIVE: To take poultry waste and soil samples to implement and determine compliance with the Oklahoma Registered Poultry Feeding Operations Act and the Oklahoma Poultry Waste Applicators Certification Act.
3. STATEMENT OF WORK: This Cooperative Agreement shall be carried out by the OAG and the Department in the manner and subject to the conditions provided in the Statement of Work attached hereto as a part of this Agreement.
4. LEGAL AUTHORITY: 2 O.S. § 10-20(B) and other applicable statutes of the State of Oklahoma as listed in the Statement of Work.
5. EFFECTIVE DATE: April 21, 2005, until termination.
6. APPROVALS: The signatories hereby certify that they have authority to enter into this Cooperative Agreement.

This Agreement is hereby approved for the Department.

Done at Oklaoma City, OK on 4/21/05
(City/State) (Date)

Terry E. Peach
Signature

Secretary of Agriculture
Title

This Agreement is hereby approved for the OAG.

Done at Oklaoma City, OK on 4/21/05
(City/State) (Date)

Kelly Burch
Signature

Assistant Attorney General
Title

Please note typo in
#4 should be 10-9.20
Cite is corrected
on the last page.

EXHIBIT

3

STATEMENT OF WORK – COOPERATIVE AGREEMENT

This STATEMENT OF WORK is part of the Cooperative Agreement between the Office of the Oklahoma Attorney General and the Oklahoma Department of Agriculture, Food, and Forestry effective April 21, 2005, until termination, having the title of Poultry Waste and Soil Sampling in the Illinois River Watershed.

- I. PURPOSES: The OAG requests the Department to enter into this cooperative agreement for the following purposes:
- A. To determine compliance with and fulfill the intent of the Oklahoma Registered Poultry Feeding Operations Act and the Oklahoma Poultry Waste Applicators Certification Act.
 - B. To ensure fairness in the sampling procedures and events pursuant to a mutually agreed upon sampling protocol.
 - C. To provide assistance to applicators and producers in their performance of the Acts' requirements.
- II. MUTUAL UNDERSTANDINGS:
- A. The Department is the sampling agency and all original results shall be the property of the Department and may be subject to the Oklahoma Open Records Act. Upon the OAG's request, copies of all sampling results may be simultaneously provided to the OAG.
 - B. The OAG will attempt to recover the costs of the sampling events through any settlement, court order, or other recovery as allowed by law.
 - C. The OAG shall provide appropriate training and field assistance for the sampling events pursuant to a mutually agreed upon sampling protocol.
 - D. All animal health biosecurity protocols shall be adhered to under all circumstances.
 - E. The OAG and the Department shall each act pursuant to their own statutory authority and neither shall be construed to be the agent of the other.
 - F. This Cooperative Agreement may be amended upon mutual written consent of the OAG and the Department.
 - G. Subject to the continuation of the necessary legal authority, this Cooperative Agreement shall continue in force until terminated. The participation of the

OAG or the Department may be terminated by mutual written consent or by either party giving fifteen (15) days written notice to the other party.

III. **AUTHORITIES:** This agreement is entered into pursuant to 2 O.S. §§ 2-4(A)(12) and (29), 2-14, 2-16, 10-9.10, 10-9.11, and 10-9.20; 27A O.S. § 1-3-101(D); 74 O.S. § 18b.